

# EXHIBIT 6

# DELPHI

Delphi Thermal Systems

Page 1 of 5

**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
3000 University Drive  
Auburn Hills MI 48326

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

**Deliver to:**

DELPHI T & I LOCKPORT  
200 Upper Mountain Road  
LOCKPORT NY 14094

**Requirements Contract**

PO Number	Date Issued
550271046	16-Feb-2009
Version	
17-Feb-2009 01:40:27 EST	

Vendor No: 1049475  
DUNS No: 623890753

Payment Terms: Z030 Currency: USD

NET 30 DAYS

Incoterms: FOB- FREIGHT COLLECT-LOCKPORT

Item No.	Material No. Description	Plant																		
00010	52404740 Tube-Core, 18mm, 753.01g Move from SA 550061360 (11/20/08) VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)	J201 DELPHI T & I LOCKPORT																		
<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>23-Feb-2009</td><td>31-Dec-2010</td><td>USD</td><td></td><td>1,000</td><td>PC</td></tr><tr><th>Quota Valid From</th><th>Quota Valid To</th><th>Quota %</th><td colspan="3"></td></tr></table>			Valid From	Valid To	Currency	Price	Price Unit	UOM	23-Feb-2009	31-Dec-2010	USD		1,000	PC	Quota Valid From	Quota Valid To	Quota %			
Valid From	Valid To	Currency	Price	Price Unit	UOM															
23-Feb-2009	31-Dec-2010	USD		1,000	PC															
Quota Valid From	Quota Valid To	Quota %																		

This Requirement Contract is for 100% unless otherwise specified.

00020	52406110 TUBE-CORE, 644.5LG, 18MM CTC	J201 DELPHI T & I LOCKPORT
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Purchasing Contact: Bernard, Jeremie  
Phone: 248-732-1487  
Fax: 248-732-1727

Contact Address:

# DELPHI

Delphi Thermal Systems

Page 2 of 5

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

## Requirements Contract

PO Number 550271046 Date Issued 16-Feb-2009  
Version 17-Feb-2009 01:40:27 EST

Item No.	Material No. Description	Plant
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VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Feb-2009	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	100.0			

This Requirement Contract is for 100% unless otherwise specified.

00030 52476679 J201 DELPHI T & I LOCKPORT  
Tube

VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Feb-2009	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	100.0			

This Requirement Contract is for 100% unless otherwise specified.

00040 52479502 J201 DELPHI T & I LOCKPORT  
Tube-Core - 025

VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Feb-2009	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	100.0			

This Requirement Contract is for 100% unless otherwise specified.

00050 52481416 J201 DELPHI T & I LOCKPORT  
Tube-Refrigerant, Core, 784.0 Long

VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Feb-2009	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	100.0			

This Requirement Contract is for 100% unless otherwise specified.

00060 52481424 J201 DELPHI T & I LOCKPORT  
Tube-646.0 Long

VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Feb-2009	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			

# DELPHI

Delphi Thermal Systems

Page 3 of 5

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

## Requirements Contract

PO Number	Date Issued
550271046	16-Feb-2009
Version	
17-Feb-2009 01:40:27 EST	

Item No.	Material No. Description	Plant												
	<table><tr><th>Quota Valid From</th><th>Quota Valid To</th><th>Quota %</th></tr><tr><td>20-Nov-2008</td><td>31-Dec-2010</td><td>100.0</td></tr></table>	Quota Valid From	Quota Valid To	Quota %	20-Nov-2008	31-Dec-2010	100.0							
Quota Valid From	Quota Valid To	Quota %												
20-Nov-2008	31-Dec-2010	100.0												
	This Requirement Contract is for 100% unless otherwise specified.													
00070	52484856 Tube-Core, 12 mm	J201 DELPHI T & I LOCKPORT												
	VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)													
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>23-Feb-2009</td><td>31-Dec-2010</td><td>USD</td><td></td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	23-Feb-2009	31-Dec-2010	USD		1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM									
23-Feb-2009	31-Dec-2010	USD		1,000	PC									
	<table><tr><th>Quota Valid From</th><th>Quota Valid To</th><th>Quota %</th></tr><tr><td>20-Nov-2008</td><td>31-Dec-2010</td><td>100.0</td></tr></table>	Quota Valid From	Quota Valid To	Quota %	20-Nov-2008	31-Dec-2010	100.0							
Quota Valid From	Quota Valid To	Quota %												
20-Nov-2008	31-Dec-2010	100.0												
	This Requirement Contract is for 100% unless otherwise specified.													
00080	52485679 Tube-723.0 Long	J201 DELPHI T & I LOCKPORT												
	VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)													
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>23-Feb-2009</td><td>31-Dec-2010</td><td>USD</td><td></td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	23-Feb-2009	31-Dec-2010	USD		1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM									
23-Feb-2009	31-Dec-2010	USD		1,000	PC									
	<table><tr><th>Quota Valid From</th><th>Quota Valid To</th><th>Quota %</th></tr><tr><td>20-Nov-2008</td><td>31-Dec-2010</td><td>100.0</td></tr></table>	Quota Valid From	Quota Valid To	Quota %	20-Nov-2008	31-Dec-2010	100.0							
Quota Valid From	Quota Valid To	Quota %												
20-Nov-2008	31-Dec-2010	100.0												
	This Requirement Contract is for 100% unless otherwise specified.													
00090	52486664 Tube-Refrigerant, Core, 581.0 Long	J201 DELPHI T & I LOCKPORT												
	VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)													
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>23-Feb-2009</td><td>31-Dec-2010</td><td>USD</td><td></td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	23-Feb-2009	31-Dec-2010	USD		1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM									
23-Feb-2009	31-Dec-2010	USD		1,000	PC									
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Quota Valid From	Quota Valid To	Quota %												
20-Nov-2008	31-Dec-2010	100.0												
	This Requirement Contract is for 100% unless otherwise specified.													
00110	52486665 Tube-Refrigerant, Core, 622.0 Long	J201 DELPHI T & I LOCKPORT												
	VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)													
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>23-Feb-2009</td><td>31-Dec-2010</td><td>USD</td><td></td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	23-Feb-2009	31-Dec-2010	USD		1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM									
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Quota Valid From	Quota Valid To	Quota %												
20-Nov-2008	31-Dec-2010	100.0												
	This Requirement Contract is for 100% unless otherwise specified.													
00120	52486976 Tube-Core, 12 mm	J201 DELPHI T & I LOCKPORT												

# DELPHI

Delphi Thermal Systems

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BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

## Requirements Contract

PO Number 550271046 Date Issued 16-Feb-2009  
Version 17-Feb-2009 01:40:27 EST

Item No.	Material No. Description	Plant
	<b>Valid From</b> <b>Valid To</b> <b>Currency</b> <b>Price</b> <b>Price Unit</b> <b>UOM</b>	
	23-Feb-2009 31-Dec-2010 USD 1,000 PC	
	<b>Quota Valid From</b> <b>Quota Valid To</b> <b>Quota %</b>	
	20-Nov-2008 31-Dec-2010 100.0	

This Requirement Contract is for 100% unless otherwise specified.

00100 52494012 J201 DELPHI T & I LOCKPORT  
Tube-Core  
VENDOR # CHANGE MOVED FROM SA 550061360 (2/16/09)

<b>Valid From</b>	<b>Valid To</b>	<b>Currency</b>	<b>Price</b>	<b>Price Unit</b>	<b>UOM</b>
23-Feb-2009	31-Dec-2010	USD		1,000	PC
<b>Quota Valid From</b>	<b>Quota Valid To</b>	<b>Quota %</b>			
20-Nov-2008	31-Dec-2010	100.0			

This Requirement Contract is for 100% unless otherwise specified.

### Notes:

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by

**DELPHI**

Delphi Thermal Systems

Page 5 of 5

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

**Requirements Contract**

PO Number	Date Issued
550271046	16-Feb-2009
Version	
17-Feb-2009 01:40:27 EST	

Item No.	Material No. Description	Plant
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**Notes Continued:**

Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*

\*\*\*\*\*

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*

SUPPLIER ACKNOWLEDGES THAT PAYMENT TERMS ARE STRICTLY CONFIDENTIAL AND NOT TO BE DISCLOSED TO ANY THIRD PARTY WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF DELPHI.

BRAZEWAY INC. AGREES TO THE PAYMENT TERMS OF THE "NET 30" STARTING FEBRUARY 16, 2009 TO MARCH 31, 2009 - PER AGREEMENT BETWEEN DELPHI AND BRAZEWAY INC. (REF: JAN272009-460)

Metals Escalation/DE-Escalation effective 2/1/2009 to 2/28/2009 , based on metals price average M-2 Platts Midwest US Transaction of Feb \$0.7181 LB. (2/16/09)

# DELPHI

Delphi Thermal Systems

Page 1 of 3

**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
3000 University Drive  
Auburn Hills MI 48326

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

**Deliver to:**

DELPHI T & I RBXX  
Tapioca 9411. Infonavit  
32690 AMPLIACION AEREOPUERTO  
MEXICO

**Requirements Contract**

PO Number	Date Issued
550254074	20-Nov-2008
Version	
21-Nov-2008 01:44:33 EST	

Vendor No: 1049475  
DUNS No: 623890753

Payment Terms: Z010 Currency: USD

NET 10 DAYS

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No. Description	Plant																								
00030	52405676 TUBE-CORE MOVED FROM SA 550028990 (11/20/08)	J701 DELPHI T & I RBXX																								
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>24-Nov-2008</td><td>31-Dec-2010</td><td>USD</td><td></td><td>1,000</td><td>PC</td></tr><tr><th>Quota Valid From</th><th>Quota Valid To</th><th>Quota %</th><td colspan="3"></td></tr><tr><td>20-Nov-2008</td><td>31-Dec-2010</td><td>99.0</td><td colspan="3"></td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	24-Nov-2008	31-Dec-2010	USD		1,000	PC	Quota Valid From	Quota Valid To	Quota %				20-Nov-2008	31-Dec-2010	99.0				
Valid From	Valid To	Currency	Price	Price Unit	UOM																					
24-Nov-2008	31-Dec-2010	USD		1,000	PC																					
Quota Valid From	Quota Valid To	Quota %																								
20-Nov-2008	31-Dec-2010	99.0																								

This Requirement Contract is for 100% unless otherwise specified.

00040 52425504  
Tube-Core, 18mm

J701 DELPHI T & I RBXX

Purchasing Contact: Bernard, Jeremie  
Phone: 248-732-1487  
Fax: 248-732-1727

Contact Address:

# DELPHI

Delphi Thermal Systems

Page 2 of 3

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

## Requirements Contract

PO Number	Date Issued
550254074	20-Nov-2008
Version	
21-Nov-2008 01:44:33 EST	

Item No.	Material No. Description	Plant
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MOVED FROM SA 550164421 (11/20/08)

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Nov-2008	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	99.0			

This Requirement Contract is for 100% unless otherwise specified.

00050 52426799 J701 DELPHI T & I RBXX  
Tube-Core, 18mm

MOVED FROM SA 550164421 (11/20/08)

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Nov-2008	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	99.0			

This Requirement Contract is for 100% unless otherwise specified.

00020 52476679 J701 DELPHI T & I RBXX  
Tube

MOVED FROM SA 550028990 (11/20/08)

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Nov-2008	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	99.0			

This Requirement Contract is for 100% unless otherwise specified.

00010 52494012 J701 DELPHI T & I RBXX  
Tube-Core

MOVED FROM SA 550028990 (11/20/08)

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Nov-2008	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	99.0			

This Requirement Contract is for 100% unless otherwise specified.



**DELPHI**

Delphi Thermal Systems

Page 3 of 3

BRAZEWAY INC  
310 BILL BRYAN BLVD  
HOPKINSVILLE KY 42240-6811

**Requirements Contract**

PO Number	Date Issued
550254074	20-Nov-2008
Version	
21-Nov-2008 01:44:33 EST	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes:**

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.  
\*\*\*\*\*

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

THIS REVISION DATED 11/20/08 IS ISSUED TO REFLECT AN EXTENSION OF THE END DATE OF PAYMENT TERMS OF "NET 10" TO DECEMBER 31, 2008 (REF: SEP032008-2823)

# DELPHI

Delphi Thermal Systems

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**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
3000 University Drive  
Auburn Hills MI 48326

BRAZEWAY INC  
2711 E MAUMEE ST  
ADRIAN MI 49221-3534

**Deliver to:**

DELPHI HARRISON THERMAL - 8 D733  
200 UPPER MOUNTAIN ROAD  
LOCKPORT NY 14094

## Requirements Contract

<b>PO Number</b>	<b>Date Issued</b>
550028808	01-Jul-2003
<b>Version</b>	
30-Jan-2009 01:40:38 EST	

**Vendor No:** 1010178  
**DUNS No:** 005035910

**Payment Terms:** Z030 **Currency:** USD  
NET 30 DAYS

**Incoterms:** FOB- FREIGHT COLLECT

\*\*\* Terms of payment changed  
\*\*\* Condition record changed  
\*\*\* Text changed

Item No.		Material No.	Plant			
		Description				
00010		17351	J201 DELPHI T & I LOCKPORT			
		Tubing-Alum, 3102 F, [REDACTED]				
Valid From		Valid To	Currency	Price	Price Unit	UOM
01-Jul-2003		30-Sep-2003	USD	[REDACTED]	1,000	LB
01-Oct-2003		31-Dec-2003	USD	[REDACTED]	1,000	LB
01-Jan-2004		31-Mar-2004	USD	[REDACTED]	1,000	LB

**Purchasing Contact:** Bernard, Jeremie  
**Phone:** 248-732-1487  
**Fax:** 248-732-1727

**Contact Address:**



# DELPHI

Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
ADRIAN MI 49221-3534

## Requirements Contract

PO Number	Date Issued
550028808	01-Jul-2003
Version	
30-Jan-2009 01:40:38 EST	

Item No.	Material No. Description	Plant			
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2008	31-Jul-2008	USD		1,000	LB
01-Aug-2008	31-Aug-2008	USD		1,000	LB
01-Sep-2008	30-Sep-2008	USD		1,000	LB
01-Oct-2008	31-Oct-2008	USD		1,000	LB
01-Nov-2008	30-Nov-2008	USD		1,000	LB
01-Dec-2008	31-Dec-2008	USD		1,000	LB
01-Jan-2009	31-Jan-2009	USD		1,000	LB
01-Feb-2009	31-Dec-2010	USD		1,000	LB
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	1.0			

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

00020

17430

J201 DELPHI T & I LOCKPORT

Tubing-Alum, 3102 F, .625 ODx.049 W

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	30-Sep-2005	USD		1,000	LB
01-Oct-2005	31-Oct-2005	USD		1,000	LB
01-Nov-2005	30-Nov-2005	USD		1,000	LB
01-Dec-2005	31-Dec-2005	USD		1,000	LB
01-Jan-2006	31-Jan-2006	USD		1,000	LB
01-Feb-2006	28-Feb-2006	USD		1,000	LB
01-Mar-2006	31-Mar-2006	USD		1,000	LB
01-Apr-2006	30-Apr-2006	USD		1,000	LB
01-May-2006	31-May-2006	USD		1,000	LB
01-Jun-2006	30-Jun-2006	USD		1,000	LB
01-Jul-2006	31-Jul-2006	USD		1,000	LB
01-Aug-2006	31-Aug-2006	USD		1,000	LB
01-Sep-2006	30-Sep-2006	USD		1,000	LB
01-Oct-2006	31-Oct-2006	USD		1,000	LB
01-Nov-2006	30-Nov-2006	USD		1,000	LB
01-Dec-2006	31-Dec-2006	USD		1,000	LB
01-Jan-2007	31-Jan-2007	USD		1,000	LB
01-Feb-2007	28-Feb-2007	USD		1,000	LB
01-Mar-2007	31-Mar-2007	USD		1,000	LB
01-Apr-2007	30-Apr-2007	USD		1,000	LB
01-May-2007	31-May-2007	USD		1,000	LB

# DELPHI

Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
ADRIAN MI 49221-3534

## Requirements Contract

PO Number 550028808 Date Issued 01-Jul-2003  
Version 30-Jan-2009 01:40:38 EST

Item No.	Material No. Description	Plant			
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2007	30-Jun-2007	USD		1,000	LB
01-Jul-2007	31-Jul-2007	USD		1,000	LB
01-Aug-2007	31-Aug-2007	USD		1,000	LB
01-Sep-2007	30-Sep-2007	USD		1,000	LB
01-Oct-2007	31-Oct-2007	USD		1,000	LB
01-Nov-2007	30-Nov-2007	USD		1,000	LB
01-Dec-2007	31-Dec-2007	USD		1,000	LB
01-Jan-2008	31-Jan-2008	USD		1,000	LB
01-Feb-2008	29-Feb-2008	USD		1,000	LB
01-Mar-2008	31-Mar-2008	USD		1,000	LB
01-Apr-2008	30-Apr-2008	USD		1,000	LB
01-May-2008	31-May-2008	USD		1,000	LB
01-Jun-2008	30-Jun-2008	USD		1,000	LB
01-Jul-2008	31-Jul-2008	USD		1,000	LB
01-Aug-2008	31-Aug-2008	USD		1,000	LB
01-Sep-2008	30-Sep-2008	USD		1,000	LB
01-Oct-2008	31-Oct-2008	USD		1,000	LB
01-Nov-2008	30-Nov-2008	USD		1,000	LB
01-Dec-2008	31-Dec-2008	USD		1,000	LB
01-Jan-2009	31-Jan-2009	USD		1,000	LB
01-Feb-2009	31-Dec-2010	USD	1,000	LB	
Quota Valid From	Quota Valid To	Quota %			
20-Nov-2008	31-Dec-2010	1.0			

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

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J201 DELPHI T & I LOCKPORT

Tubing-Alum, 3003 F, .750 ODx.049 W

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	30-Sep-2005	USD		1,000	LB
01-Oct-2005	31-Oct-2005	USD		1,000	LB
01-Nov-2005	30-Nov-2005	USD		1,000	LB
01-Dec-2005	31-Dec-2005	USD		1,000	LB
01-Jan-2006	31-Jan-2006	USD		1,000	LB
01-Feb-2006	28-Feb-2006	USD		1,000	LB
01-Mar-2006	31-Mar-2006	USD		1,000	LB
01-Apr-2006	30-Apr-2006	USD		1,000	LB

# DELPHI

Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
ADRIAN MI 49221-3534

## Requirements Contract

PO Number 550028808 Date Issued 01-Jul-2003  
Version 30-Jan-2009 01:40:38 EST

Item No.	Material No. Description	Plant	Valid From	Valid To	Currency	Price	Price Unit	UOM
			01-May-2006	31-May-2006	USD		1,000	LB
			01-Jun-2006	30-Jun-2006	USD		1,000	LB
			01-Jul-2006	31-Jul-2006	USD		1,000	LB
			01-Aug-2006	31-Aug-2006	USD		1,000	LB
			01-Sep-2006	30-Sep-2006	USD		1,000	LB
			01-Oct-2006	31-Oct-2006	USD		1,000	LB
			01-Nov-2006	30-Nov-2006	USD		1,000	LB
			01-Dec-2006	31-Dec-2006	USD		1,000	LB
			01-Jan-2007	31-Jan-2007	USD		1,000	LB
			01-Feb-2007	28-Feb-2007	USD		1,000	LB
			01-Mar-2007	31-Mar-2007	USD		1,000	LB
			01-Apr-2007	30-Apr-2007	USD		1,000	LB
			01-May-2007	31-May-2007	USD		1,000	LB
			01-Jun-2007	30-Jun-2007	USD		1,000	LB
			01-Jul-2007	31-Jul-2007	USD		1,000	LB
			01-Aug-2007	31-Aug-2007	USD		1,000	LB
			01-Sep-2007	30-Sep-2007	USD		1,000	LB
			01-Oct-2007	31-Oct-2007	USD		1,000	LB
			01-Nov-2007	30-Nov-2007	USD		1,000	LB
			01-Dec-2007	31-Dec-2007	USD		1,000	LB
			01-Jan-2008	31-Jan-2008	USD		1,000	LB
			01-Feb-2008	29-Feb-2008	USD		1,000	LB
			01-Mar-2008	31-Mar-2008	USD		1,000	LB
			01-Apr-2008	30-Apr-2008	USD		1,000	LB
			01-May-2008	31-May-2008	USD		1,000	LB
			01-Jun-2008	30-Jun-2008	USD		1,000	LB
			01-Jul-2008	31-Jul-2008	USD		1,000	LB
			01-Aug-2008	31-Aug-2008	USD		1,000	LB
			01-Sep-2008	30-Sep-2008	USD		1,000	LB
			01-Oct-2008	31-Oct-2008	USD		1,000	LB
			01-Nov-2008	30-Nov-2008	USD		1,000	LB
			01-Dec-2008	31-Dec-2008	USD		1,000	LB
			01-Jan-2009	31-Jan-2009	USD		1,000	LB
			01-Feb-2009	31-Dec-2010	USD		1,000	LB
			Quota Valid From	Quota Valid To	Quota %			
			20-Nov-2008	31-Dec-2010	1.0			

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

# DELPHI

Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
ADRIAN MI 49221-3534

## Requirements Contract

PO Number	Date Issued
550028808	01-Jul-2003
Version	
30-Jan-2009 01:40:38 EST	

Item No.	Material No. Description	Plant
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### Notes:

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Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.  
\*\*\*\*\*

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov, Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Supplier acknowledges that payment terms are strictly confidential and not to be disclosed to any third party whatsoever without the prior written consent of Delphi. Changing payment terms from MNS2-2 to terms Net 10 days effective November 1, 2005 to December 31, 2005 - payment term changes made without a signed settlement agreement "purchase Order payment term change only".

**DELPHI**

Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
ADRIAN MI 49221-3534

**Requirements Contract**

PO Number	Date Issued
550028808	01-Jul-2003
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30-Jan-2009 01:40:38 EST	

Item No.	Material No. Description	Plant
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**Notes Continued:**

Metal pricing adjustment eff. 12/01/06.

Quantity increase per K. Manning e-mail 4/27/06

Pricing for 17565 is changed eff. 6/26 due to alloy change to 3102 per Kathie Manning

Pricing for 17425 is changed eff. 8/9/06 due to alloy change to 3102 per Kathie Manning

Note: Pricing retro adjusted per e-mail from Chris Hill for 17565 reflecting start of unmarked material shipping to Delphi.

Pricing adjustment on 17425 due to trial ending and markings no longer required per Chris Hill and Jim Leibring conversation 9/25/2006 - Change eff. with 9/7/06 receipts.

METALS ESCALATION/DE-ESCALATION EFFECTIVE 7/1/07 AND EXTENDING PAYMENT TERMS OF "NET 10" TO SEPTEMBER 30, 2007 (REF: JUN112007-1985)

METALS ESCALATION/DE-ESCALATION EFFECTIVE 10/1/07 AND EXTENDING PAYMENT TERMS OF "NET 10" TO DECEMBER 31, 2007 (REF: AUG312007-3192).

METALS ESCALATION/DE-ESCALATION EFFECTIVE 01/01/08.

METALS ESCALATION/DE-ESCALATION EFFECTIVE 02/01/08 AND EXTENDING PAYMENT TERMS OF "NET 10" TO MARCH 31, 2008 (REF: DEC062007-4782) (01/22/08).

METALS ESCALATION-DE/ESCALATION EFFECTIVE 03/01/08. (2/25/08).

QUOTA ARRANGEMENT EFFECTIVE 2/1/08 HAS BEEN DELETED FOR PART # 17425 (2/27/08).

THIS REVISION (3/26/08) IS ISSUED TO EXTEND THE END DATE OF THE PAYMENT TERMS OF "NET 10" TO MAY 31, 2008 (REF: MAR062008-1098) AND TO DO PRICE ADJUSTMENTS FOR METAL ESCALATION/DE-ESCALATION EFFECTIVE APRIL 1 2008.

METALS ESCALATION/DE-ESCALATION EFFECTIVE 5/1/08 (4/11/08).



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Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
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## Requirements Contract

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30-Jan-2009 01:40:38 EST	

Item No.	Material No. Description	Plant
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### Notes Continued:

THIS REVISION (5/27/08) IS ISSUED TO EXTEND THE END DATE OF THE PAYMENT TERMS OF "NET 10" TO SEPTEMBER 30, 2008 (REF: MAY022008-1765) AND TO DO PRICE ADJUSTMENTS FOR METAL ESCALATION/DE-ESCALATION EFFECTIVE JUNE 1, 2008.

METALS ESCALATION/DE-ESCALATION EFFECTIVE 9/1/08 (08/20/08).

THIS REVISION DATED 9/22/08 IS ISSUED TO REFLECT AN EXTENSION OF THE END DATE OF PAYMENT TERMS "NET 10" TO DECEMBER 31, 2008 (REF: SEP032008-2823) AND TO DO PRICE ADJUSTMENTS FOR METAL ESCALATION/DE-ESCALATION EFFECTIVE OCTOBER 1, 2008.

METALS ESCALATION/DE-ESCALATION EFFECTIVE NOVEMBER 1, 2008. (10/22/08)

Change New Vendor Code 1049475 on VSA's PI Duns for the new Brazeway, KY location for both STAC parts & Automotive parts. (11/20/08).

EFFECTIVE DATE DEC-04-2008

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As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller acknowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the Seller hereunder waives any right to assert any of the rights incident to assumption or rejection, including, but not limited to, the payment of cure with respect to any such prior purchase orders or other agreements. To the extent that any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall be superseded and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

\*\*\*\*\*  
METALS ESCALATION/DE-ESCALATION EFFECTIVE 12/01/08. BASED ON METAL PRICE M-2 PLATTS MIDWEST US TRANSACTION-OCT. \$1.00526 LB. (12/4/08)

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Delphi Thermal Systems

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BRAZEWAY INC  
2711 E MAUMEE ST  
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## Requirements Contract

PO Number	Date Issued
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30-Jan-2009 01:40:38 EST	

Item No.	Material No. Description	Plant
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### Notes Continued:

METALS ESCALATION/DE-ESCALATION EFFECTIVE 1/01/09 TO 1/31/09. BASED ON METALS PRICE AVERAGE M-2 PLATTS MIDWEST US TRANSACTION OF NOV.\$0.8824 LB.

THIS REVISION DATED 01/26/09 IS ISSUED TO REFLECT AN EXTENSION OF THE END DATE OF PAYMENT TERMS OF "NET 10" TO MAY 31, 2009 (REF: DEC052008-3537)

METALS ESCALATION-DE-ESCALATION EFF. 2/01/2008. BASED ON METALS PRICE M-2 PLATTS MIDWEST US TRANSACTION-DEC. \$0.7181/LB AND PAYMENT TERM CHANGE TO REFLECT MOU AGREEMENT DATED JAN 7,2009, FROM NET 10 TO NET 30 AS OF FEB 1ST,2009.(1/29/09)

THIS REVISION DATED 1/29/09 IS ISSUED TO REFLECT A CHANGE OF PAYMENT TERMS FROM "NET 10" TO "NET 30" EFFECTIVE JANUARY 29, 2009 TO MARCH 31, 2009 (REF: JAN272009-460)